



YALPAE

**YOUNG AFRICAN LEADERS
PIONEERS AND ENTREPRENEURS**

Africa's Light, paying forward to the future

CHILD PROTECTION & SAFEGUARDING

ANNEX D

1ST EDITION



YALPAE Policy

LEGAL STATEMENT

This document constitutes an official governance instrument of Young African Leaders, Pioneers and Entrepreneurs (YALPAE), a registered Non-Profit Company operating in accordance with the laws of the Republic of South Africa.

This document forms part of YALPAE's internal governance framework and shall be read together with the YALPAE Constitution, By-Laws, Mandate, and all applicable Annexes and policies.

This document applies to all persons acting under the authority, representation, or auspices of YALPAE, including members, directors, officers, volunteers, partners, and affiliated participants.

AUTHORITY CLAUSE

This document is issued under the authority of the YALPAE Board of Directors in accordance with the YALPAE Constitution and By-Laws.

Its provisions derive their authority from, and must be interpreted consistently with:

- The YALPAE Constitution
- The YALPAE By-Laws
- The YALPAE Mandate
- All applicable Annexes, including the Code of Conduct and Safeguarding Framework

In the event of any inconsistency:

- The Constitution shall prevail
- Safeguarding provisions shall take precedence in all safeguarding-related matters
- This document shall govern operational implementation within its defined scope

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ANNEX D: CHILD PROTECTION & SAFEGUARDING FRAMEWORK

(Binding, Overarching Safeguarding Instrument)

1. Legal Status & Constitutional Authority

1.1 This Child Protection & Safeguarding Framework (“the Framework”) is adopted pursuant to the YALPAE Constitution and derives authority from its safeguarding, ethics, governance, disciplinary, and duty-of-care provisions, including but not limited to Sections relating to youth wellness, safeguarding, accountability, and disciplinary action.

1.2 This Framework is **binding** on all YALPAE members, directors, officers, volunteers, staff, chapters, partners, sponsors, contractors, service providers, and any person or entity acting under the name, authority, or auspices of YALPAE.

1.3 This Framework constitutes YALPAE’s **highest internal safeguarding authority** and shall prevail over any conflicting internal guideline, procedure, agreement, partnership arrangement, or practice.

2. Purpose

The purposes of this Framework are to:

2.1 Protect all children and vulnerable persons from harm, abuse, exploitation, neglect, or maltreatment;

2.2 Establish a **single, unified safeguarding standard** applicable across YALPAE’s internal operations and external engagements;

2.3 Ensure immediate, decisive, and lawful action where safeguarding risks or concerns arise, prioritising the safety and wellbeing of the child above all other considerations.

3. Definitions

For purposes of this Framework:

- **Child / Junior Member** means any person under the age of eighteen (18) years;
- **Safeguarding** means the prevention of harm, abuse, exploitation, neglect, or maltreatment;
- **Child-Facing Activity** means any program, event, engagement, communication, or interaction involving children, whether physical, digital, or indirect;
- **Safeguarding Focal Person (SFP)** means the designated officer responsible for safeguarding oversight and coordination;
- **Partner** includes sponsors, donors, collaborators, service providers, contractors, and third parties.

4. Core Safeguarding Principles

YALPAE adopts a **zero-tolerance** approach to all forms of abuse or exploitation.

Safeguarding within YALPAE is:

- A **non-delegable duty**;
 - A **leadership responsibility**;
 - A **condition of membership, participation, and partnership**;
 - A priority that **supersedes reputational, financial, political, or operational considerations**.
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5. Scope of Application

5.1 This Framework applies to:

- All YALPAE programs, events, platforms, chapters, and operations;
- All internal actors, regardless of role or seniority;
- All external partners, sponsors, and third parties where YALPAE activities involve children.

5.2 **No exemption** may be granted from safeguarding obligations.

6. Duties of Care

6.1 All persons bound by this Framework shall:

- Act at all times in the **best interests of the child**;
- Maintain appropriate professional boundaries;
- Avoid any conduct that could place a child at risk or create conditions for harm;
- Report safeguarding concerns **immediately** through designated channels.

6.2 Ignorance, silence, or inaction does not absolve responsibility.

7. Reporting & Immediate Response

7.1 Any safeguarding concern, allegation, or suspicion shall be reported **immediately** through YALPAE's designated safeguarding channels.

7.2 Where there is risk of **imminent harm**, protective action shall take precedence over internal procedure, hierarchy, or approval.

7.3 Reports may be made confidentially and in good faith, without fear of retaliation.

8. Safeguarding Supremacy

8.1 Safeguarding obligations override ethical discretion, disciplinary sequencing, partnership considerations, leadership convenience, and reputational concerns.

8.2 No mediation, internal review, negotiation, or leadership approval may delay safeguarding action.

9. Structural Alignment & Interpretation

9.1 This Framework constitutes YALPAE's **overarching safeguarding authority**.

9.2 The following instruments give effect to this Framework:

a) **Annex D1: Child Protection & Safeguarding (Binding Annex)**

serves as the **internal governance, operational, escalation, investigation, and disciplinary implementation** of this Framework;

b) **YALPAE Safeguarding Clause Pack for MoUs, Partnerships & Sponsorship Agreements**

serves as the **external contractual extension** of this Framework and binds all third parties accordingly.

9.3 In the event of any inconsistency:

- This Framework shall prevail;
- Annex D1 shall govern internal safeguarding processes;
- The Safeguarding Clause Pack shall govern contractual enforcement with external parties.

9.4 Final safeguarding authority and interpretation rest with the Board, acting in accordance with the Constitution.

10. Application to Partners, Sponsors & Third Parties

10.1 Compliance with this Framework is a **non-negotiable condition** of partnership, sponsorship, collaboration, or service provision.

10.2 No partner may participate in any child-facing activity without written safeguarding clearance from YALPAE.

10.3 YALPAE reserves the right to suspend activities, impose corrective measures, conduct safeguarding audits, or terminate agreements immediately for safeguarding breaches.

11. Confidentiality & Records

11.1 Safeguarding information shall be handled confidentially, securely, and lawfully.

11.2 Confidentiality shall not prevent disclosure where required to protect a child or comply with legal obligations.



11.3 Records shall be retained in accordance with applicable data protection and child protection laws.

12. Training & Awareness

12.1 Safeguarding training may be required as a condition of participation, leadership, or partnership.

12.2 Leaders bear responsibility for promoting safeguarding awareness and compliance within their areas of responsibility.

13. Review & Amendment

13.1 This Framework shall be reviewed at least every two (2) years, or sooner where required by law or operational risk.

13.2 Amendments require Board approval and must remain consistent with the Constitution.

Legal Effect

Compliance with this Framework is a **condition of membership, leadership, participation, employment, and partnership** within YALPAE.

Non-compliance may result in immediate suspension, removal, termination, and/or referral to competent authorities.

